

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon. Harold A. Ackerman
v. : Crim. No. 07-627 (HAA)
WILLIAM WALKER : 18 U.S.C. §§ 371,
666(a)(1)(B), 1951(a), and
§ 2, and 26 U.S.C. § 7206(1)

SUPERSEDING INDICTMENT

The Grand Jury, in and for the District of New Jersey,
sitting at Newark, charges that:

COUNTS 1-19

**(WALKER'S Extortion Under Color of
Official Right (Friendly Maintenance))**

Defendant, Individuals and Entities

1. From in or about 2002 to in or about November 2006,
defendant WILLIAM WALKER was employed by the City of New
Brunswick's Department of Community Planning and Economic
Development ("the Department") as the Director of the
Neighborhood Preservation Project. As Director, defendant
WILLIAM WALKER was responsible for, among other things, approving
funding and contracts for the rehabilitation of substandard
conditions in homes owned by qualified low-or-moderate-income
owners within the City of New Brunswick. At all times relevant
to Counts 1-19 of this Indictment, defendant WILLIAM WALKER
resided in Pennsauken, New Jersey (the "private residence") and

owned a rental property (the "rental property") located in Camden, New Jersey.

2. At all times relevant to Counts 1-19 of this Indictment, the Department of Housing and Urban Development ("HUD") was an agency and department within the executive branch of the United States government that operated the Home Investment Partnership Program (the "HOME Program") and the Community Development Block Grant Program (the "CDBG Program") to help provide affordable housing and remedy substandard conditions in homes in participating jurisdictions. The City of New Brunswick was a participating jurisdiction that received funds from HUD through the HOME and CDBG programs. The Department was responsible for administering the HUD-funded HOME and CDBG programs as part of its Home Rehabilitation Assistance Program. The City of New Brunswick received distributions from HUD to fund its Home Rehabilitation Assistance Program via wire transfers from the Federal Reserve Banks in Pennsylvania and Washington D.C. to an account maintained by the City of New Brunswick at Bank of America in New Jersey.

3. At all times relevant to Counts 1-19 of this Indictment, Joseph M. McNulty and Sam K. John were co-owners and operators of Friendly Maintenance, a construction and maintenance business based in Middlesex County, New Jersey. From in or about January 2004 to in or about September 2006, the Department

awarded Friendly Maintenance in excess of approximately \$1.3 million in contracts for the rehabilitation of homes located in New Brunswick, New Jersey. During that time, Friendly Maintenance employed and paid at least one individual who resided in New York and traveled to New Jersey to perform the rehabilitation work in New Brunswick, New Jersey.

4. From in or about January 2004 to in or about September 2006, defendant WILLIAM WALKER routinely received corrupt cash payments, as further detailed below, from Friendly Maintenance. In addition, defendant WILLIAM WALKER received from Friendly Maintenance discounted work at his personal residence and rental property. Defendant WILLIAM WALKER received these illegal payments and benefits in order to influence and reward him for his official acts, including the awarding of rehabilitation contracts to Friendly Maintenance.

5. In or about the dates detailed below, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

WILLIAM WALKER

knowingly and willfully did obstruct, delay and affect interstate commerce by extortion with the consent of Joseph McNulty, Sam John and Friendly Maintenance under color of official right by accepting and agreeing to accept corrupt cash payments as follows in exchange for defendant WALKER'S official action as specific

opportunities arose:

COUNT	DATE	APPROXIMATE PAYMENT AMOUNT
1	January, 2004	\$1,000
2	March, 2004	\$3,000
3	April, 2004	\$3,000
4	November, 2004	\$2,000
5	December, 2004	\$3,000
6	February, 2005	\$1,000
7	March, 2005	\$3,000
8	April, 2005	\$2,000
9	May, 2005	\$3,000
10	September, 2005	\$3,000
11	October, 2005	\$3,000
12	November, 2005	\$3,000
13	January, 2006	\$3,000
14	March, 2006	\$3,000
15	May, 2006	\$3,000
16	June, 2006	\$3,000
17	July, 2006	\$3,000
18	August, 2006	\$3,500
19	September, 2006	\$3,000

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNTS 20-22
(WALKER Solicits and Accepts
Corrupt Payments from Friendly Maintenance)

1. Paragraphs 1 to 4 of Counts 1-19 of this Indictment are repeated and realleged as if set forth in full herein.

2. The Department was a department of a local government that received federal assistance in excess of \$10,000, during each of the relevant one-year periods.

3. In or about the dates detailed below, in Middlesex County, in the District of New Jersey and elsewhere, defendant

WILLIAM WALKER

did knowingly, willfully, and corruptly solicit, demand, accept, and agree to accept things of value detailed below from representatives of Friendly Maintenance with intent to be influenced and rewarded in connection with a business, transaction, and series of transactions of the District involving a thing of value of \$5,000 and more:

COUNT	YEAR	THINGS OF VALUE
20	2004	corrupt cash payments totaling approximately \$12,000
21	2005	corrupt cash payments totaling approximately \$18,000
22	2006	corrupt cash payments totaling approximately \$21,500

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

COUNTS 23-50

**(WALKER'S Extortion Under Color of
Official Right (Taj Maintenance))**

1. Paragraphs 1 to 3 of Counts 1-19 of this Indictment are repeated and realleged as if set forth in full herein.

2. At all times relevant to Counts 23-50 of this Indictment, George Thomas and Prakash George Karot were respectively co-owner/operator and manager/operator of Taj Maintenance, a construction and maintenance business based in Perth Amboy, New Jersey. From in or about June 2004 to in or about September 2006, the Department awarded Taj Maintenance in excess of approximately \$900,000 in contracts for the rehabilitation of homes located in New Brunswick, New Jersey. During that time, Taj Maintenance employed and paid at least one individual who resided in New York and traveled to New Jersey to perform the rehabilitation work in New Brunswick, New Jersey.

3. From in or about June 2004 to in or about September 2006, defendant WILLIAM WALKER routinely received corrupt cash payments, as further detailed below, from Taj Maintenance. Defendant WILLIAM WALKER received these corrupt payments in order to influence and reward him for his official acts, including the awarding of rehabilitation contracts to Taj Maintenance.

4. In or about the dates detailed below, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

WILLIAM WALKER

knowingly and willfully did obstruct, delay and affect interstate commerce by extortion with the consent of George Thomas, Prakash George Karot and Taj Maintenance under color of official right as follows in exchange for defendant WALKER's official action as specific opportunities arose:

COUNT	DATE	APPROXIMATE PAYMENT AMOUNT
23	June, 2004	approximately \$1,900 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
24	July, 2004	approximately \$2,800 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
25	August, 2004	approximately \$3,800 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
26	September, 2004	approximately \$4,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
27	October, 2004	approximately \$1,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
28	November, 2004	approximately \$1,300 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
29	December, 2004	approximately \$2,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
30	January, 2005	approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
31	February, 2005	approximately \$2,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas

32	March, 2005	approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
33	April, 2005	approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
34	May, 2005	approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
35	June, 2005	approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
36	July, 2005	approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
37	August, 2005	approximately \$2,000 in cash from Prakash George Karot and George Thomas
38	September, 2005	approximately \$3,000 in cash from Prakash George Karot and George Thomas
39	October, 2005	approximately \$3,500 in cash from Prakash George Karot and George Thomas
40	November, 2005	approximately \$2,000 in cash from Prakash George Karot and George Thomas
41	December, 2005	approximately \$3,000 in cash from Prakash George Karot and George Thomas
42	January, 2006	approximately \$2,000 in cash from Prakash George Karot and George Thomas
43	February, 2006	approximately \$2,000 in cash from Prakash George Karot and George Thomas
44	March, 2006	approximately \$2,000 in cash from Prakash George Karot and George Thomas
45	April, 2006	approximately \$2,000 in cash from Prakash George Karot and George Thomas
46	May, 2006	approximately \$2,000 in cash from Prakash George Karot and George Thomas
47	June, 2006	approximately \$2,000 in cash from Prakash George Karot and George Thomas

48	July, 2006	approximately \$2,000 in cash from Prakash George Karot and George Thomas
49	August, 2006	approximately \$2,000 in cash from Prakash George Karot and George Thomas
50	September, 2006	approximately \$2,000 in cash from Prakash George Karot and George Thomas

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNTS 51-53
(WALKER Solicits and Accepts
Corrupt Payments from Taj Maintenance)

1. Paragraphs 1 to 3 of Counts 1 to 19, paragraph 2 of Counts 20 to 22, and paragraphs 2 to 3 of Counts 23 to 50 of this Indictment are repeated and realleged as if set forth in full herein.

2. In or about the dates detailed below, in Middlesex County, in the District of New Jersey and elsewhere, defendant

WILLIAM WALKER

did knowingly, willfully, and corruptly solicit, demand, accept, and agree to accept things of value detailed below from representatives of Taj Maintenance with intent to be influenced and rewarded in connection with a business, transaction, and series of transactions of the District involving a thing of value of \$5,000 and more:

COUNT	YEAR	THINGS OF VALUE
51	2004	corrupt cash payments totaling approximately \$18,000
52	2005	corrupt cash payments totaling approximately \$25,000
53	2006	corrupt cash payments totaling approximately \$18,000

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

COUNT 54

**(WALKER Conspires to Solicit and Accept
Corrupt Payments from Contractors)**

1. Paragraphs 1 to 3 of Counts 1 to 19, paragraph 2 of Counts 20 to 22, and paragraphs 2 to 3 of Counts 23 to 50 of this Indictment are repeated and realleged as if set forth in full herein.

2. From in or about June 2004 to in or about July 2005, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

WILLIAM WALKER,

and coconspirators Joseph M. McNulty and Sam K. John knowingly and willfully did conspire, combine, confederate and agree with each other to corruptly solicit, demand, accept, and agree to accept things of value, namely corrupt cash payments totaling approximately \$29,500, from representatives of Taj Maintenance, with intent to be influenced and rewarded in connection with a business, transaction, and series of transactions of the District involving a thing of value of \$5,000 and more, contrary to Title 18, United States Code, Section 666(a)(1)(B).

OVERT ACTS

In furtherance of this conspiracy and to effect its objects, the following overt acts were committed in the District of New Jersey and elsewhere:

ACT NO.	DATE	OVERT ACT
1	June, 2004	Defendant WALKER accepted approximately \$1,900 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
2	July, 2004	Defendant WALKER accepted approximately \$2,800 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
3	August, 2004	Defendant WALKER accepted approximately \$3,800 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
4	August 10, 2004	Defendant WALKER executed a "Proceed to Work Order," wherein he approved Taj Maintenance as the contractor for the rehabilitation of a New Brunswick property
5	September, 2004	Defendant WALKER accepted approximately \$4,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
6	October, 2004	Defendant WALKER accepted approximately \$1,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
7	November, 2004	Defendant WALKER accepted approximately \$1,300 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
8	December, 2004	Defendant WALKER accepted approximately \$2,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
9	December 10, 2004	Defendant WALKER executed a "Proceed to Work Order," wherein he approved Taj Maintenance as the contractor for the rehabilitation of a New Brunswick property

10	January, 2005	Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
11	February, 2005	Defendant WALKER accepted approximately \$2,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
12	March, 2005	Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
13	April, 2005	Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
14	May, 2005	Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
15	June, 2005	Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas
16	July, 2005	Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas

In violation of Title 18, United States Code, Section 371.

COUNTS 55-57
(False Subscription -- Personal Tax Returns)

1. Paragraphs 1 to 4 of Counts 1 to 19 and paragraphs 2 to 3 of Counts 23 to 50 of this Indictment are repeated and realleged as if set forth in full herein.

2. On or about the dates listed below, defendant WILLIAM WALKER signed, filed and caused to be filed with the Internal Revenue Service ("IRS") U.S. Individual Income Tax Returns, Forms 1040, on behalf of himself and his wife for the years 2004 through 2006. Those returns stated their specific adjusted gross income for 2004 (\$104,789), 2005 (\$106,868), and 2006 (\$129,306).

3. The 2004 tax return was signed utilizing a self-select personal identification number by defendant WILLIAM WALKER and contained a written declaration that it was signed under the penalties of perjury. The 2005 and 2006 tax returns were signed by defendant WILLIAM WALKER and contained written declarations that they were signed under the penalties of perjury.

4. The returns were not true and correct as to every material matter in that the returns did not include additional income that defendant WILLIAM WALKER received in each year, including income that he received from the illegal cash payments described in this Indictment.

5. On or about the dates listed below, in the District of New Jersey and elsewhere, defendant

WILLIAM WALKER

knowingly and willfully did make and subscribe to false U.S. Individual Tax Returns, as described in paragraph 2 of Counts 55 to 57, which he did not believe to be true and correct as to every material matter, as described in paragraph 4 of Counts 55 to 57:

COUNT	DATE	FILING
55	4/15/2005	2004 Joint Individual Income Tax Return, Form 1040
56	4/17/2006	2005 Joint Individual Income Tax Return, Form 1040
57	4/16/2007	2006 Joint Individual Income Tax Return, Form 1040

In violation of Title 26, United States Code, Section 7206(1).

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
United States Attorney